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**AGREEMENT**

**BETWEEN THE**

**CAPE MAY COUNTY WELFARE BOARD**

**AND**

**UNITED INDEPENDENT UNION, LOCAL #5**

**covering the period**

**July 1, 1990 through December 31, 1993**

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## **PREAMBLE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990 by and between the CAPE MAY COUNTY WELFARE BOARD, in the State of New Jersey, hereinafter called the WELFARE BOARD, and UNITED INDEPENDENT UNION, LOCAL #5, hereinafter called the UNION, represents the complete and final understanding on all bargainable issues between the WELFARE BOARD and the UNION.

**ARTICLE I**  
**RECOGNITION**

In accordance with the "Certificate of Representation" of the Public Employment Relations Commission dated May 17, 1984 (Docket No. 84-84), the Welfare Board recognizes the Union as the exclusive Collective Negotiating Agent for all Employees covered in the aforementioned Certification and more specifically by Job Titles as listed in Schedule I excluding all supervisors within the meaning of the Act, managerial executives, confidential employees, and police.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The Welfare Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the Executive Management and Administrative control of the Welfare Board and its properties and facilities and the work assignments of its employees in accordance with New Jersey Department of Personnel regulations, the Welfare Board's Code of Ethics and State law.

2. To hire all employees and subject to the Provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Welfare Board, adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection with, shall be limited to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Welfare Board of its rights, powers, authority, duties and responsibilities under R.S. 44 and R.S. 11 or any other national, state, county or local laws or ordinances.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. Purpose.**

1. The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

**B. Definitions.**

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance".



The Term "grievance" shall not include any disciplinary matters. All disciplinary matters will be handled under the present procedures of the New Jersey Department of Personnel and in accordance with the rules and regulations of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

Depending on the magnitude of the offense, the discipline issued by the Welfare Board shall be either a verbal warning, written reprimand, demotion, suspension or discharge from employment.

C. Presentation of a Grievance.

The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1

1. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his or her Supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is a Local Union Officer.

2. The Supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

#### Step 2

1. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Administrative Supervisor of Social Work or the Administrative Supervisor of Income Maintenance depending upon the grievant's work location and, for those employees not supervised by either of them, then to the Deputy Director. Such filing shall take place within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is a Local Union Officer.

2. The Administrative Supervisor of Social Work, the Administrative Supervisor of Income Maintenance, or the Deputy Director, as the case may be, shall render his/her decision within ten (10) working days after the receipt of the Complaint.

#### Step 3

1. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 2. The grievant may be represented by an employee who is a Local Union Officer.

2. The Director of Welfare, or his designee, shall render his decision within ten (10) working days after the receipt of the Complaint.

#### Step 4

1. Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and

signed as to the issues in dispute. In the event the grievant files his statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

2. The grievant may be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process grievances.

#### Step 5

1. Any unresolved contract grievance as defined in "B 1 Definitions" above may be appealed to arbitration.

2. Where the grievance involves an alleged violation of individual employment rights specified in the New Jersey Department of Personnel Law and/or Rules or Regulations for which a specific appeal to the New Jersey Department of Personnel is available or where the dispute involves the discipline of an employee the individual shall present his Complaint to the New Jersey Department of Personnel directly in accordance with its rules. The employee shall pursue the New Jersey Department of Personnel remedy and shall have no rights to grieve any disciplinary action under the grievance procedure provided herein.

3. An Arbitrator shall be selected pursuant to the rules of the Public Employees Relations Commission. The arbitrator shall be bound by the parameters of the grievance definition stated above in this Agreement.

4. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

5. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.

6. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Welfare Board's authority.

The arbitrator shall have no authority to  
prescribe a monetary award as a penalty  
for a violation of this Agreement.

7. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement and shall confine this decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.

8. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

9. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

10. Grievance resolutions or decisions at Steps 1 through 5 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

## **ARTICLE IV**

### **SENIORITY**

A. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, Seniority shall be defined as continuous employment with the Welfare Board from date of hire.

B. For purposes of promotions or demotion, Seniority shall be defined as length of service from the date of employee's Certification by the New Jersey Department of Personnel in his or her present title.

C. For purposes of layoff, Seniority shall be defined as employee's length of service from his or her date of initial Certification by the New Jersey Department of Personnel as a Welfare Board employee.

D. The Welfare Board shall utilize experience, ability, aptitude, qualification, attendance record, physical capacity, and the result of the New Jersey Department of Personnel examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.

The selection of the employee to be promoted shall be made by the Board in conformity with the New Jersey Department of Personnel Regulations and state law and shall not be subject to review.

## **ARTICLE V**

### **UNION REPRESENTATIVES**

A. Accredited representatives of the Union may enter the Welfare Board facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representative enter the Welfare Board facilities or premises, it will request such permission from the appropriate Welfare Board representative and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the Welfare Board or normal duties of Employees.

B. The Welfare Board Employees shall elect an Executive Board and shall furnish the Welfare Board with the names and titles of said Executive Board. A maximum of two (2) Local Officers shall represent the Union in the settlement of Grievances with the Welfare Board and the time related to such discussions shall be kept within reasonable limits and shall conclude prior to 10 a.m. of the work day and may continue after the end of the regularly scheduled work day.

C. Upon written notification to the Welfare Board, the members of the Executive Board may be given leave with pay to attend Union seminars, educational functions or conventions, not to exceed a combined total of twelve (12) days in any one (1) year in each of the three (3) year periods of this contract as measured from July 1 of each year to June 30 of next succeeding year. No more than two (2) employees may take such leave at the same time.

## ARTICLE VI.

### HOURS AND OVERTIME

#### A. Hours.

Normal hours of work for all employees are not to exceed thirty-five (35) hours a week. Thirty (30) minutes each day shall be allowed for lunch. The parties acknowledge that the Welfare Board may schedule the work hours for employees hereunder so that the Welfare Board offices are open from 8:30 a.m. to 4:30 p.m. each day. The Welfare Board shall have the discretion in selecting and assigning employee starting and quitting times so that adequate coverage of the Welfare Board functions is assumed.

#### B. Overtime.

(1) All hours worked by an employee in excess of the normal thirty-five (35) hour week shall constitute overtime.

(2) Upon notice, employees shall be required to perform compulsory overtime for which they will receive cash payment at time and one-half or at the employee's election, compensatory time off on a time and one-half basis.

(3) Upon request by an employee, the Welfare Director or his designee may permit an employee to work voluntary overtime. In such event, for these voluntary overtime hours, the employee shall receive compensatory time off on a straight time hour-for-hour basis.

(4) No overtime shall be worked by an employee unless specifically directed or authorized by the Welfare Director or his designee.



C. Call in Pay.

If the Building Maintenance Worker is called in on an emergency he or she shall be paid a minimum of three (3) hours at the overtime rate of time and one-half.

D. Stand by Pay.

At the Board's discretion, the Board may direct and designate Social Workers to be available and on call outside of their scheduled work week. These on-call assignments shall be for periods of one (1) week. These Social Workers shall be immediately and readily available to perform any assigned duty within their job classification, before or after their regular work schedule, during the one (1) week period. When such a system is implemented, Social Workers will be requested to stand by on a voluntary basis, if insufficient employees volunteer, then in such event, all Social Workers will be assigned such on-call responsibility on a rotation basis. Each Social Worker shall have one pager for his/her disposal for the one week scheduled period. For each assigned week of on-call duty, the assigned Social Worker will be entitled to take two compensatory days off which shall be taken during the calendar year except during the month of December and such compensatory days off are subject to seventy-two (72) hours prior written approval of the Social Worker's supervisor. The employee may elect to take cash in place of this compensatory time off. In the event an employee is actually called in to perform assigned duties during off-duty hours during any on-call assignment period, the employee will be paid time and one-half for all hours actually worked.

No compensation is payable for telephone advise which does not actually require reporting for work.

## ARTICLE VII

### HOLIDAYS

A. The following Holidays shall be recognized:

- |                                  |                          |
|----------------------------------|--------------------------|
| 1. New Year's Day.               | 8. Labor Day             |
| 2. Martin Luther King's Birthday | 9. Columbus Day          |
| 3. Lincoln's Birthday            | 10. Veteran's Day        |
| 4. Washington's Birthday         | 11. General Election Day |
| 5. Good Friday                   | 12. Thanksgiving Day     |
| 6. Memorial Day                  | 13. Christmas Day        |
| 7. Independence Day              |                          |

B. In order to be eligible for holiday pay an employee must work the last work day prior to the holiday and the first work day following the holiday unless the employee has received the prior approval of the Welfare Board to be absent on either such day.

C. In the event an employee is requested to work on the recognized Holidays as noted in this Article, he shall be paid at the rate of time and one-half for such hours that are worked on the Holiday in addition to his regular Holiday pay. Holiday pay is the rate for which a person works during his normal course of duties.

D. In addition to the aforementioned Holidays, the Board will grant a Holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a Holiday by Proclamation or when the Board of Chosen Freeholders of Cape May County declares a non-working day for all County Employees.

E. Those Holidays that fall on Saturday shall be celebrated on the preceding Friday.  
Those Holidays that fall on Sunday shall be celebrated on the following Monday.

F. The parties acknowledge that the Board of Chosen Freeholders of the County of Cape May has promulgated a Weather Emergency Policy for County operations and agencies and the parties agree to abide by same in its current or any amended form.

## **ARTICLE VIII**

### **ADMINISTRATIVE DAYS**

Full-time employees shall receive three (3) Administrative Days Leave with pay per calendar year under the following conditions:

1. Newly hired employees will accumulate Administrative Time at the rate of 1/4 of one day per month during the first calendar year of employment. Employees hired during the first fifteen (15) days of the month receive credit for the month of hire. Employees hired on the sixteenth (16th) day of the month or thereafter receive no credit for the month of hire.

2. Administrative Leave must be used within the calendar year and is not accumulative from one year to the next.

3. Requests for Administrative Leave may be granted by the employer upon request made by the employee to his/her immediate supervisor or his/her designee made as soon as possible but in all cases prior to the employee's normal starting time. Said request shall be granted at the discretion of the supervisor or his/her designee so long as the employee's absence can be permitted without interfering with the proper conduct of the Welfare Board.

## ARTICLE IX

### VACATIONS

A. Full-time. Employees may be granted vacation leave as follows:

One (1) working day for each month of service or major fraction thereof during the first year;

After one year of service through five years of service, twelve (12) working days per year;

After five years of service through twelve years of service, fifteen (15) working days per year;

After twelve years of service through twenty years of service, twenty (20) working days per year.

After twenty years of service, twenty-five (25) working days per year.

Service includes all temporary continuous service immediately prior to permanent appointment with the Welfare Board or other County office provided there is no break in service of more than one week. Any increase in vacation days based on years of continuous County service will be credited at the beginning of the calendar year in which the employee attains it with anticipation that his/her employment will be continuous throughout the calendar year.

B. Part-time. Employees will earn vacation leave on a prorated basis in accordance with the regulations.

C. Employees Resigning or Retiring shall be granted vacation leave prorated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.

D. Accumulation of Vacation - where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

E. Vacation for Veterans - a returning veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided the latter can be taken during the year of return.

F. Deceased Employees - whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within the limits set forth in D above, based on the last approved compensation rate for the deceased employee.

G. Scheduling of Vacations - all vacations shall be granted, so far as practicable in accordance with the desires of the employee. Employees shall submit written vacation requests to his/her immediate supervisor prior to May 1st of each year or if said vacation shall be taken prior to May 1st, then at least seven (7) work days prior to the commencement of the proposed vacation. The Welfare Board supervisor shall determine and approve the dates and times of vacation to be taken by the employees and shall determine how many employees hereunder can be off at the same time. In no event shall any vacation be granted unless the written vacation request was made at least seven (7) work days prior to the commencement of the proposed vacation.

In the event an employee fails to report for work after a vacation request has been denied, such employee shall be deemed to be on unauthorized absence and shall be subject to discipline.

In the event an employee exhausts all vacation leave entitlements and thereafter is absent from work without prior authorization, then such employee shall be subject to discipline.

H. Accrual of Vacation Days - the amount of vacation days as set forth above shall be credited in advance at the beginning of each year, before such days are earned, in anticipation of the employee's continued employment for the full year.

The amount of vacation days as set forth above is earned by the employee on a monthly pro rata basis. In the event the employee's employment with the Welfare Board should terminate before the end of the year and more vacation days have been used by the employee than have been earned on a pro rata basis, the per diem rate of pay for each of the excess days shall be deducted from the employee's final pay.

I. Vacation Transfer. In the event of a documented catastrophic illness which results in an employee exhausting all sick leave, administrative leave and vacation leave, employees may transfer to the credit of such affected employee up to two (2) vacation leave days from those accrued to the credit of an employee for carryover vacation.



## ARTICLE X

### Section 1. HOSPITALIZATION AND INSURANCE

A. The Welfare Board shall continue to provide enrollment in the Group Insurance Programs contracted for by the Cape May County Board of Chosen Freeholders for all permanent or provisional employees and their dependents subject to the same provisions, terms and conditions as are applicable to the general category employees of the County of Cape May. New employees will be eligible for enrollment after the employee has been on the payroll for two (2) continuous months.

B. In the event an employee during the course of his/her employment comes into contact with a person or persons who have a contagious disease, then the Welfare Board will provide such periodic medical examinations as may be determined by the Welfare Board's designated doctor to be necessary to monitor and care for the employee.

### Section 2 . LEGAL REPRESENTATION

The Welfare Board, upon request of an employee, will provide for the defense of any employee in any legal action or proceeding arising out of and directly related to any act or omission which occurred while the employee was acting within the scope of assigned Welfare Board duties. This duty to provide for the defense shall not arise where such action or proceeding is brought by or on behalf of the Welfare Board.

## ARTICLE XI

### SICK LEAVE

#### A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.
2. Sick leave means the absence of an employee from duty because of illness, injury, maternity leave (during the period of actual incapacitation as shown by a physician's certificate but not in excess of one month following date of confinement), exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives living in the employee's household. Taking Sick Leave for any other purpose constitutes an abuse of Sick Leave.

#### B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.
3. Employees may be credited with fifteen (15) working days sick leave at the beginning of the calendar year and may be permitted to use sick leave for the reasons defined above.
4. The employee must reimburse the Welfare Board within one (1) year in cases where sick time is credited in advance, taken with pay, but not actually earned by the employee. The Welfare Board reserves the right to take appropriate action to recover monies uncollected.

In the event an employee owes the Welfare Board money for time credited, taken, but not actually earned, the Welfare Board reserves the right to withhold from the employee's pay monies by way of reimbursement to the Welfare Board as a result of owed time.

Where an employee is no longer in the employ of the Welfare Board, the Welfare Board reserves the right to apply all or part of the employee's wages from the employee's last paycheck by way of reimbursement of owed time.

5. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis in accordance with New Jersey Department of Personnel regulations.

**C. Reporting of Absence on Sick Leave.**

1. If an employee is absent for reasons that entitle him to sick leave, whether of short or long duration, the employee is required to notify his/her supervisor of the reason for absence prior to the employee's normal starting time on the first day of absence from the office. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day unless the employee's supervisor requires more frequent reporting.

2. Failure to so notify his/her supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

4. Sick Leave for absences in excess of ten continuous working days must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied

by a written and signed statement by a physician setting forth the reason for the sick leave and probable date of return to employment.

**D. Verification of Sick Leave.**

(a) An employee who has been absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the Welfare Board and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

2. The Welfare Board may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and further may adopt such other sick leave verification procedures as it may deem appropriate. Abuse of sick leave shall be cause of disciplinary action.

(b) In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

(c) The Welfare Board may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the Welfare Board, by a physician designated by the Welfare Board. Such examination shall

establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

E. Sick Leave Payment at Retirement.

All employees who retire from the Public Employee's Retirement System on July 1, 1980 and thereafter shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half ( $1/2$ ) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed Twelve Thousand (\$12,000.00) Dollars.

## **ARTICLE XII**

### **BEREAVEMENT LEAVE**

Employees shall be granted special bereavement leave with pay in the event of death in the employee's immediate family as follows:

(a) Three (3) days per death in the case of the death of a spouse, child, mother, father, stepmother, stepfather or stepchild.

(b) Three (3) days per calendar year in the case of the death of a grandchild, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandmother-in-law or grandfather-in-law.

(c) If additional days are required for bereavement purposes, the employee may charge such additional days in excess of those provided in paragraphs (a) and (b) above to sick leave, vacation leave and administrative leave days.

(d) Bereavement leave is for the purposes of attending the funeral of the decedent and/or making the funeral arrangements relating thereof.

### **ARTICLE XIII**

#### **RULING NO. 11**

Insofar as it is applicable, duties and obligations of the parties contained in Ruling No. 11 of the Division of Public Welfare, in its present or amended form, should be continued during the life of this Agreement.

## ARTICLE XIV

### SALARIES AND COMPENSATION

A. Effective July 1, 1990, the compensation guide in effect on June 30, 1990 shall no longer be effective. A new compensation guide which appears as Appendix A attached hereto shall become effective on July 1, 1990. This new guide provides for an elevation of one range for every position on the previous compensation guide. Effective July 1, 1990, each employee hereunder shall be paid in accordance with the new July 1, 1990 Compensation Guide (Appendix A) at the same range and same step as the person was being paid on June 30, 1990.

During the period July 1, 1990 through October 31, 1991, no employee hereunder shall be entitled to an anniversary date step movement. The increase made effective by the elevation of the range on July 1, 1990 shall be the only increase in salary for employees hereunder and it shall be the salary for each employee for the period July 1, 1990 through October 31, 1991.

B. Effective November 1, 1991, the compensation guide in effect on October 31, 1991 shall be increased by one (1%) percent. This new November 1, 1991 Compensation Guide appears as Appendix B attached hereto. Effective November 1, 1991, the Welfare Board agrees to add an eleventh step to the November 1, 1991 Compensation Guide which appears as Appendix B attached hereto. On November 1, 1991, employees who normally would have received an anniversary date step increase during the period July 1, 1991 through November 1, 1991 shall receive their anniversary date step increase. All other employees shall receive their anniversary date step increase on the date on which they normally would have received such anniversary date increase. Employees shall receive only one anniversary date step increase



during the period November 1, 1991 through December 1, 1992. Also, on November 1, 1991, all employees who are at the maximum step of their range and who have not received an anniversary date step movement for a period of eighteen (18) months or more, shall be moved to the next step including the new Eleventh Step.

C. Effective December 1, 1992, the compensation guide in effect on November 30, 1992 shall be increased by one (1%) percent. This new December 1, 1992 Compensation Guide appears as Appendix C attached hereto. Effective December 1, 1992, the Welfare Board agrees to add a twelfth step to the December 1, 1992 Compensation Guide which appears as Appendix C attached hereto. On December 1, 1992, employees who normally would have received an anniversary date step increase during the period July 1, 1992 through December 1, 1992 shall receive their anniversary date step increase. All other employees shall receive their anniversary date step increase on the date on which they normally would have received such anniversary date increase. Employees shall receive only one anniversary date step increase during the period December 1, 1992 through December 31, 1993. Also, on December 1, 1992, all employees who are at the maximum step of their range and who have not received an anniversary date step movement for a period of eighteen (18) months or more, shall be moved to the next step including the new twelfth Step, if applicable.

D. It should be noted that movement to the Ninth, Tenth, Eleventh and Twelfth Steps during the terms of this agreement are available only to employees having been at the Eighth or subsequent Steps for a period of eighteen (18) months without receiving an anniversary date step movement. For example: an employee moved to the Ninth Step shall not be entitled to move to the Tenth Step until the employee has been at the Ninth Step without an anniversary step

movement for a period of eighteen (18) months. Movement to the Eleventh and Twelfth Steps is likewise governed. It is the intent of the parties that anniversary step movements for employees who have reached the Eighth Step of Compensation Guides created hereunder shall only occur after periods of eighteen (18) months.

## ARTICLE XV

### LONGEVITY

A. For all employees employed on October 17, 1984, the following Longevity Plan shall be continued, based upon Employees' length of continuous and uninterrupted service with the Cape May County Welfare Board. This Plan will operate in conjunction with the quarterly annual increment system:

A.	5 years of service	2%
B.	10 " "	4%
C.	15 " "	6%
D.	20 " "	8%
E.	25 " "	10%
F.	30 " "	12%
G.	35 " "	14%
H.	40 " "	16%

Longevity pay based upon employees current base salary.

B. For all employees employed after October 17, 1984, no longevity plan shall be provided unless an employee is hired or rehired by or transferred into the Welfare Board from another agency of the County of Cape May, and such employee was entitled to longevity pay at the County Agency from which he/she was transferred. Such employee shall receive the same amount of credited time for longevity purposes at the Welfare Board as the employee was credited at the County Agency from which he/she was transferred.

No employment or employment with another employer other than another agency of the County of Cape May constitutes a break in service, and thereafter no longevity shall apply.

## ARTICLE XVI

### UNIFORM ALLOWANCE AND EQUIPMENT

A. Uniform Allowance. The Welfare Board agrees to pay those employees in the title Building Service Worker the sum of \$90.00 in April and \$90.00 in November of each year for the purpose of the employee purchasing and wearing suitable uniforms to work. To be eligible for such payments, this employee must, in fact, be attired in the uniform while working.

B. Equipment. Insofar as it is practicable and economically feasible, the Board will attempt to acquire vehicles with light color seat covers and with air conditioning so long as such vehicles are available for purchase under the state contract-purchase plan. This applies to all new vehicles purchased after the execution of this agreement.

## **ARTICLE XVII**

### **BULLETIN BOARDS**

Bulletin Boards shall be made available by the Welfare Board. These Bulletin Boards may be utilized by the Union for the purpose of posting official Union announcements and other information related to the official business of the Union which is of a non-controversial nature. The Union agrees that it will not post material which may be profane, derogatory to any individual, or constitute election campaign or political material of any kind. The Welfare Director or his representative may have removed from the Bulletin Board any material which does not conform to the intent and provisions of this Article.

## **ARTICLE XVIII**

### **WORK RULE**

A. The Welfare Board may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

B. The parties agree that the Welfare Board has the right to install time clocks. In the event the Welfare Board decides to install time clocks, the Welfare Board agrees to notify the Union prior to the installation of the time clocks and will meet with the Union committee to discuss their implementation.

## ARTICLE XIX

### NO STRIKE PLEDGE

A. The Union covenants and agrees that during the lifetime of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Welfare Board. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union Member shall entitle the Welfare Board to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service Law.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Welfare Board.

D. Nothing contained herein shall be construed to limit or restrict the Welfare Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

## ARTICLE XX

### NON-DISCRIMINATION

A. There shall be no discrimination by the Welfare Board or the Union against an employee on account of race, color, creed, sex, age, or national origin, and any other category as indicated by Department of Personnel Rules and Regulations.

B. There shall be no discrimination, interference, restraint, or coercion by the Welfare Board or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union.

C. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered by this Agreement who are not members of the Union.



## **ARTICLE XXI**

### **DEDUCTIONS FROM SALARIES**

#### **PART A: CHECKOFF**

Section 1. The Welfare Board agrees to deduct Union membership dues each month from the pay of those employees who request in writing that such deductions be made. The amounts deducted shall be certified to the Welfare Board by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted monthly to the Treasurer of the Union, together with a list of all employees for whom deductions were made.

Section 2. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to the Union and a copy to the Welfare Board, and in accordance with the provisions of *N.J.S.A. 52:14-15.9e*, as may be amended. Such revocation shall be effective to all deductions as of January 1 or July 1, next succeeding the date of which such revocation is filed.

Section 3. The Union shall indemnify, defend, and save the Welfare Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by notice of the Union to the Welfare Board or in reliance upon the notification of the Union.

#### **PART B: AGENCY SHOP**

Section 1. The Welfare Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and to transmit the fee to the majority representative.

Section 2. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

Section 3. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

Section 4. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union as provided for by law. This appeal procedure shall in no way involve the Welfare Board or require the Welfare Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

Section 5. The Union shall indemnify, defend, and save the Welfare Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Welfare Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Welfare Board or in reliance upon the notification of the Union.

## ARTICLE XXII

### LEAVES OF ABSENCES

#### Pregnancy - Disability Leave (Maternity Leave)

A. Permanent employees covered by this contract shall be entitled to pregnancy - disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.

B. Pregnancy - disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave. Request for such leave must be made by the employee in writing to the Welfare Board.

C. The Welfare Board may request acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.

D. An employee may use accrued leave time (e.g. sick, vacation, personal days) for pregnancy - disability purposes, however, the employee shall not be required to exhaust accrued sick leave before taking a leave without pay for pregnancy - disability.

E. Child care leave for adoptive parents which is only granted as a leave without pay, may be granted by the Welfare Board under the same terms and conditions applicable to all other personal leaves without pay.

#### Leaves of Absence Without Pay - General

All employees covered by this Agreement, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one (1) year by the Welfare Board with the approval of the New Jersey Department of Personnel. Further

leave in exceptional situations may be granted by the Welfare Board with the approval of the New Jersey Department of Personnel, where it is in the public interest.

#### Military Leave

Leave of absence for military service will be granted in accord with applicable State and Federal Law.

#### Employment During Leave Period

Employees may not be gainfully employed during the period of such leaves. Falsification of the reason for leave, or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

#### Family Leave Act

Notwithstanding the provisions of this Article, the parties acknowledge that the New Jersey Family Leave Act became effective on May 4, 1990. The parties agree that in the event any provisions of this Article or of this Agreement are inconsistent with the provisions of the New Jersey Family Leave Act, that the provisions of the Act shall prevail and supersede the provisions of this Article or this Agreement.

## **ARTICLE XXIII**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a jury or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE XXIV**

### **FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable or bargainable issues which were or could have been the subject of negotiations. During the term of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The parties acknowledge that this Agreement represents and incorporates all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the Welfare Board's administrative procedures, practices in force and past practices incorporated in this Agreement. Unless otherwise provided in this Agreement, no prior administrative procedures, practice or past practices shall be interpreted or applied so as to enlarge or otherwise conflict with the express terms of this Agreement.

ARTICLE XXV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 1990 and shall remain in effect to and including December 31, 1993.

This Agreement shall continue in full force and effect from year-to-year thereafter unless one party or the other gives notice, in writing, pursuant to *N.J.A.S. 19:12-2.1*.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Rio Grande, New Jersey this 19<sup>th</sup> day of September, 1990.

ATTEST:


CAPE MAY COUNTY WELFARE BOARD


  
Ralph I. Schellinger,  
Director

By:   
F. Wm. Cole, Jr., Chairman

ATTEST:

UNITED INDEPENDENT UNION,, LOCAL #5.

  
Vice President

By:   
President

LP:capemay.1#5

## **SCHEDULE I**

### **JOB TITLES AND RANGES UTILIZED BY THE CAPE MAY COUNTY WELFARE BOARD FOR EMPLOYEES IN THE BARGAINING UNIT**

<b><u>TITLES</u></b>	<b><u>RANGE</u></b>
Income Maintenance Aide	5
Receptionist/Typing	5
Clerk	5
Clerk/Typist	5
Account Clerk	5
Data Entry Machine Operator	5
Social Service Worker	5
Telephone Operator	6
Sr. Clerk Typist	8
Sr. Building Service Worker	8
Sr. Acct. Clerk/Typing	8
Sr. Account Clerk	8
Sr. Receptionist/Typing	8
Sr. Telephone Operator	9
Sr. Data Entry Machine Operator	9
Social Service Technician	11
Principal Clerk/Typist	12
Principal Account Clerk	12
Income Maintenance Technician	13
Principal Data Entry Machine Operation	13
Sr. Maintenance Repairer	13
Accounting Assistant	13
Income Maintenance Worker	16
Principal Maintenance Repairer	16
Graduate Nurse	17



Social Worker	18
Investigator	18
Investigator/Process Server	18
Income Maintenance Specialist	19

## APPENDIX "A"

CAPE MAY COUNTY WELFARE BOARD

## WAGE GUIDE

JULY 1, 1990 through OCTOBER 31, 1991

Rank	Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
5	538.00	10,755.00	11,293.00	11,931.00	12,369.00	12,907.00	13,445.00	13,983.00	14,521.00	15,059.00	15,597.00
6	565.00	11,293.00	11,858.00	12,423.00	12,988.00	13,553.00	14,118.00	14,683.00	15,248.00	15,813.00	16,378.00
7	593.00	11,858.00	12,451.00	13,044.00	13,637.00	14,230.00	14,823.00	15,416.00	16,009.00	16,602.00	17,196.00
8	623.00	12,451.00	13,074.00	13,697.00	14,320.00	14,943.00	15,566.00	16,189.00	16,812.00	17,435.00	18,058.00
9	654.00	13,074.00	13,728.00	14,382.00	15,036.00	15,690.00	16,344.00	16,998.00	17,652.00	18,306.00	18,960.00
10	606.00	13,728.00	14,414.00	15,100.00	15,786.00	16,472.00	17,158.00	17,844.00	18,530.00	19,216.00	19,902.00
11	721.00	14,414.00	15,135.00	15,856.00	16,577.00	17,298.00	18,019.00	18,740.00	19,461.00	20,182.00	20,903.00
12	757.00	15,135.00	15,902.00	16,649.00	17,406.00	18,163.00	18,920.00	19,677.00	20,434.00	21,191.00	21,948.00
13	798.00	15,892.00	16,607.00	17,482.00	18,277.00	19,072.00	19,867.00	20,662.00	21,457.00	22,252.00	23,047.00
14	834.00	16,687.00	17,551.00	18,355.00	19,199.00	20,023.00	20,857.00	21,691.00	22,525.00	23,359.00	24,193.00
15	876.00	17,521.00	18,391.00	19,273.00	20,149.00	21,026.00	21,901.00	22,777.00	23,653.00	24,529.00	25,405.00
16	920.00	18,397.00	19,317.00	20,237.00	21,157.00	22,077.00	22,997.00	23,917.00	24,837.00	25,757.00	26,677.00
17	968.00	19,317.00	20,283.00	21,249.00	22,215.00	23,181.00	24,147.00	25,113.00	26,079.00	27,045.00	28,011.00
18	1,014.00	20,283.00	21,297.00	22,311.00	23,325.00	24,339.00	25,353.00	26,367.00	27,381.00	28,395.00	29,409.00
19	1,065.00	21,297.00	22,362.00	23,427.00	24,492.00	25,557.00	26,622.00	27,687.00	28,752.00	29,817.00	30,882.00
20	1,118.00	22,362.00	23,480.00	24,598.00	25,716.00	26,834.00	27,952.00	29,070.00	30,188.00	31,306.00	32,424.00

APPENDIX "B"  
CAPE MAY COUNTY WELFARE BOARD  
WAGE GUIDE

NOVEMBER 1, 1991 through NOVEMBER 30, 1992

Range Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
5	543.00	10,163.00	11,406.00	11,949.00	12,492.00	13,035.00	13,578.00	14,121.00	14,664.00	15,207.00	15,750.00	16,293.00
6	570.00	11,406.00	11,978.00	12,546.00	13,115.00	13,684.00	14,250.00	14,826.00	15,396.00	15,966.00	16,530.00	17,106.00
7	599.00	11,978.00	12,575.00	13,174.00	13,773.00	14,372.00	14,971.00	15,570.00	16,169.00	16,768.00	17,367.00	17,966.00
8	629.00	12,575.00	13,204.00	13,833.00	14,462.00	15,091.00	15,720.00	16,349.00	16,978.00	17,607.00	18,236.00	18,865.00
9	660.00	13,204.00	13,864.00	14,524.00	15,181.00	15,844.00	16,504.00	17,164.00	17,824.00	18,481.00	19,144.00	19,804.00
10	693.00	13,864.00	14,557.00	15,250.00	15,943.00	16,636.00	17,329.00	18,022.00	18,715.00	19,408.00	20,101.00	20,794.00
11	728.00	14,557.00	15,285.00	16,013.00	16,741.00	17,469.00	18,197.00	18,925.00	19,653.00	20,381.00	21,109.00	21,837.00
12	764.00	15,285.00	16,019.00	16,753.00	17,487.00	18,221.00	18,955.00	19,689.00	20,423.00	21,157.00	21,891.00	22,625.00
13	802.00	16,019.00	16,761.00	17,503.00	18,245.00	18,987.00	19,729.00	20,471.00	21,213.00	21,955.00	22,697.00	23,439.00
14	843.00	16,761.00	17,514.00	18,267.00	19,020.00	19,773.00	20,526.00	21,279.00	22,032.00	22,785.00	23,538.00	24,291.00
15	885.00	17,514.00	18,279.00	19,044.00	19,809.00	20,574.00	21,339.00	22,104.00	22,869.00	23,634.00	24,399.00	25,164.00
16	929.00	18,279.00	19,056.00	19,833.00	20,610.00	21,387.00	22,164.00	22,941.00	23,718.00	24,495.00	25,272.00	26,049.00
17	975.00	19,056.00	20,001.00	20,946.00	21,891.00	22,836.00	23,781.00	24,726.00	25,671.00	26,616.00	27,561.00	28,506.00
18	1,024.00	20,001.00	21,007.00	22,013.00	23,019.00	24,025.00	25,031.00	26,037.00	27,043.00	28,049.00	29,055.00	30,061.00
19	1,075.00	21,007.00	22,032.00	23,057.00	24,082.00	25,107.00	26,132.00	27,157.00	28,182.00	29,207.00	30,232.00	31,257.00
20	1,129.00	22,032.00	23,071.00	24,110.00	25,149.00	26,188.00	27,227.00	28,266.00	29,305.00	30,344.00	31,383.00	32,422.00

APPENDIX "C"  
CAPE MAY COUNTY WELFARE BOARD  
WAGE GUIDE

DECEMBER 1, 1992 through DECEMBER 31, 1993

Range Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
5	549.00	10,973.00	11,521.00	12,070.00	12,619.00	13,160.00	13,717.00	14,266.00	14,815.00	15,364.00	15,913.00	16,462.00	17,011.00
6	576.00	11,521.00	12,097.00	12,674.00	13,249.00	13,825.00	14,401.00	14,977.00	15,553.00	16,129.00	16,705.00	17,281.00	17,857.00
7	605.00	12,097.00	12,702.00	13,307.00	13,912.00	14,517.00	15,122.00	15,727.00	16,332.00	16,937.00	17,542.00	18,147.00	18,752.00
8	635.00	12,702.00	13,337.00	13,972.00	14,607.00	15,242.00	15,877.00	16,512.00	17,147.00	17,782.00	18,417.00	19,052.00	19,687.00
9	667.00	13,337.00	14,004.00	14,671.00	15,338.00	16,005.00	16,672.00	17,339.00	18,006.00	18,673.00	19,340.00	20,007.00	20,674.00
10	700.00	14,004.00	14,704.00	15,404.00	16,104.00	16,804.00	17,504.00	18,204.00	18,904.00	19,604.00	20,304.00	21,004.00	21,704.00
11	735.00	14,704.00	15,439.00	16,174.00	16,909.00	17,644.00	18,379.00	19,114.00	19,849.00	20,584.00	21,319.00	22,054.00	22,789.00
12	772.00	15,439.00	16,211.00	17,003.00	17,755.00	18,527.00	19,299.00	20,071.00	20,843.00	21,615.00	22,387.00	23,159.00	23,931.00
13	811.00	16,211.00	17,022.00	17,833.00	18,644.00	19,455.00	20,266.00	21,077.00	21,888.00	22,699.00	23,510.00	24,321.00	25,132.00
14	851.00	17,022.00	17,873.00	18,724.00	19,575.00	20,426.00	21,277.00	22,128.00	22,979.00	23,830.00	24,681.00	25,532.00	26,383.00
15	894.00	17,873.00	18,767.00	19,661.00	20,555.00	21,449.00	22,343.00	23,237.00	24,131.00	25,025.00	25,919.00	26,813.00	27,707.00
16	930.00	18,767.00	19,705.00	20,643.00	21,581.00	22,519.00	23,457.00	24,395.00	25,333.00	26,271.00	27,209.00	28,147.00	29,085.00
17	965.00	19,705.00	20,690.00	21,675.00	22,660.00	23,645.00	24,630.00	25,615.00	26,600.00	27,585.00	28,570.00	29,555.00	30,540.00
18	1,005.00	20,690.00	21,725.00	22,760.00	23,795.00	24,830.00	25,865.00	26,900.00	27,935.00	28,970.00	30,005.00	31,040.00	32,075.00
19	1,046.00	21,725.00	22,811.00	23,897.00	24,983.00	26,069.00	27,155.00	28,241.00	29,327.00	30,413.00	31,499.00	32,585.00	33,671.00
20	1,091.00	22,811.00	23,952.00	25,093.00	26,234.00	27,375.00	28,516.00	29,657.00	30,798.00	31,939.00	33,080.00	34,221.00	35,362.00